

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONNECTYOURCARE, LLC		09/14/2012	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85417475	HSA ON DEMAND
Registration Number:	3539836	PRIVATE LABEL EXPRESS
Registration Number:	3539835	CYC MARKETCONNECT
Registration Number:	3516095	WELLNESS = WEALTH
Registration Number:	3539834	FSA FIRST
Registration Number:	3516094	CDH EXPRESS
Registration Number:	3516093	CDH EXCELERATE
Registration Number:	3516092	CDH READY
Registration Number:	3519807	HSA EXPRESS
Registration Number:	3542609	CONNECT YOUR CARE
Registration Number:	3542604	CONNECTYOURCARE

CORRESPONDENCE DATA

CH \$290.00 85417475

Fax Number: 8585506420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1554 CYC
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	09/18/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 14, 2012 by and between COMERICA BANK ("Bank") and CONNECTYOURCARE, LLC, a Maryland limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and PROJECT GREYHOUND HOLDING CORPORATION (collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other Loan Document (as defined in the Loan Agreement) now existing or hereafter arising between Borrower and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

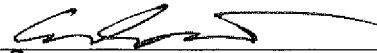
GRANTOR:

Address of Grantor:

307 International Circle
Hunt Valley, MD 21030

Attn:

CONNECTYOURCARE, LLC

By: 
Title: President

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

Attn: Livonia Operations Center

By: _____
Title: _____

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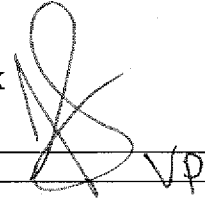
Handwritten signature and initials in black ink, appearing to be 'VP'.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Methods and Systems for Electronic Script Usage	13/324,228	12/13/11
Methods and Systems for Processing Tax Advantaged Account Claims	13/226,304	09/06/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
HSA ON DEMAND	85/417,475	09/08/11
PRIVATE LABEL EXPRESS	3,539,836	12/02/08
CYC MARKETCONNECT	3,539,835	12/02/08
WELLNESS = WEALTH	3,516,095	10/14/08
FSA FIRST	3,539,834	12/02/08
CDH EXPRESS	3,516,094	10/14/08
CDH EXCELERATE	3,516,093	10/14/08
CDH READY	3,516,092	10/14/08
HSA EXPRESS	3,519,807	10/14/08
CONNECT YOUR CARE & Design	3,542,609	10/21/08
CONNECTYOURCARE	3,542,604	12/09/08
HEALTHIEST VERSION OF YOU	Unregistered	Unregistered